

THE CITY OF KIRKLAND PARKS & COMMUNITY SERVICES
REQUEST FOR PROPOSAL (RFP)
2014
RECREATIONAL EXPERIENCE PROGRAMS

Job Number 12-14-PK

The City of Kirkland Parks and Community Services department (KPCS) is now accepting proposals from contractors, consultants and vendors interested in operating recreation program classes or services at Marina Park, Houghton Beach and/or Juanita Beach. Potential services could include, but is not limited to, bike or watercraft rentals, sailing/boating classes or camps, or fitness activities at one of the previously listed beach sites. Permits are awarded annually and may be renewed for a maximum of three years based on the satisfaction of both parties.

It is the responsibility of the applicants to verify that adequate water and electrical service is available to support the equipment and service they intend to operate. Any modifications or improvements to concession areas shall be at the sole expense of the successful bidder and will require advance written approval from the Kirkland Parks and Community Services staff.

In consideration for the right and privilege to conduct business within a City of Kirkland park, the bidder must agree to pay KPCS a monthly payment or a percentage of gross monthly receipts which will need to be defined within the proposal. The contractor will also be required to submit with each payment a signed statement attesting to the total gross receipts for each month. The contractor will be furnished with an official sales log and remittance form by KPCS.

PROPOSAL INSTRUCTIONS

All proposals must include the following:

- Brief overview of bidder's professional history that conveys their expertise and experience with the activity proposal that is being submitted.
- Program(s) you intend to offer including location, days per week, hours of operation. In addition season opening and closing dates must be specified.
- Proposal must present detailed information on the proposed fee schedule for each program and any variation for non-routine services inclusive of Washington State sales tax and any other applicable governmental charges.
- Proposal must provide a statement outlining the company's documentation and reporting process for revenues and expenditures including how the proposed payment schedule to the City of Kirkland will be structured. The standard remittance ranges from **15-40%** of gross receipts before sales tax.

GUIDELINES

Please note the following general requirements that apply to all RFP Submittals.

- Proposals should be prepared simply, providing straight forward concise descriptions of bidders' capabilities to satisfy the requirements of the request.
- Legal name of organization, firm, individual of those submitting the RFP. Include Address of principle place of business; phone numbers; primary person to contact
- Proposal must be signed by an individual with the authority to execute a contract.
- Provide all references and materials required by the Proposal Instructions.
- If clarification is required, submit questions in writing or by e-mail to the Recreation Coordinator at the addresses provided herein prior to the due date. Please allow at least one business day for responses. Questions submitted after the due date will not be answered.
- Clearly mark submittal email subject line or the exterior of the RFP package **"Recreational Programs RFP"**.
- All RFP Submittals become the property of the City of Kirkland.

CONTRACT

Concessionaire and the City will execute a standard City of Kirkland Agreement for Concessions (Attachment A).

QUESTIONS

Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to NeSha Thomas-Schadt, Recreation Coordinator, at nthomas@kirklandwa.gov. Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, at bscott@kirklandwa.gov or by phone to 425-587-3123.

SUBMITTAL INSTRUCTIONS

Proposals must be submitted no later than **4:00 pm on Friday, March 7th**.

We encourage that proposals be submitted by email. Emailed proposals should include "Recreational Services" in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland
Attn: Barry Scott – Recreational Programs RFP
123 5th Avenue
Kirkland, WA 98033

SELECTION CRITERIA

Selection criteria may include, but not be limited to, the following:

- The City of Kirkland reserves the right to accept the proposal it considers most qualified and serves in the City's best interest.
- Successful, demonstrated experience in developing and implementing business plans.
- Approach to completing the required tasks.
- Organization/communication skills.

All applicants are encouraged to visit the site prior to submitting a proposal. Because of the current construction at this site, all applicants will need to schedule a site visit with the Recreation Coordinator. Sites vary in locations and in description; some have the potential to use permanent concession facilities at the sites while others do not. Sites with no facility will need to have one provided by contractor or all vending concessions must be mobile. Contracts are awarded annually, and may be renewed up to three years. The successful bidder will be expected to abide by all City of Kirkland Ordinances, Park rules and business licensing requirements. The successful bidder will also be expected to keep concessions area clean and provide daily clean-up. KPCS will award exclusive agreements to concession at the individual sites to contractors that best demonstrate the ability to provide equipment rentals where the department notes as feasible and provide reliable service to park patrons while paying the highest and most reasonable return to the Department.

It is the responsibility of the bidder to verify that any needed water supply and/or electrical service is available to support any equipment they intend to operate at a particular location. Any modifications or improvements to concession areas shall be at the sole expense of the successful bidder, and will require advance written approval from Kirkland Parks and Community Services staff.

The bidder understands and agrees that KPCS will only grant concessions by the contract, and not lease. Concession contract(s) will only confer permission to occupy and use the premises described for concession purposes. A successful bidder's expenditure of capital and /or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and /or expenditure of money thereon. KPCS will only grant successful bidders ("Contractors") an individual, revocable and non- transferable privilege of use in the premises for the concession granted.

Attachment A

AGREEMENT FOR CONCESSIONS

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between the CITY OF KIRKLAND, a municipal corporation, hereinafter referred to as "City", and _____, hereinafter referred to as "Concessionaire."

WITNESSETH:

City hereby grants to Concessionaire the right, license, and privilege to operate a food and beverage concession at _____ in the manner and for the purpose hereinafter specified.

The following terms, conditions, and covenants shall govern this Agreement:

GRANT OF CONCESSION

Concessionaire is granted the right to operate a food and beverage concession. The concession shall be operated within the agreed concessions area of _____.

Concessionaire's use of the designated area shall not be exclusive; such areas shall remain and be available for use by the City and public.

Concessionaire shall engage in the business of selling concessions for the following concessions; _____ and other approved merchandise.

Any other items must be approved by the Business Services Manager with at least 2 days' notice. Concessionaire shall not engage in the rental of any merchandise, and Concessionaire shall not engage in any other business activity. Prices charged for items must be comparable and competitive with those generally charged in the area for similar items.

TERMS OF AGREEMENT

The terms of this agreement shall be for the period beginning _____, 20__ and ending _____, 20__, with an option by the City to extend this agreement to 20__.

LICENSING AND PERMIT REQUIREMENTS

Concessionaire shall, at its own expense, obtain all necessary licenses and permits for the operation hereunder from appropriate local, regional, state and federal agencies. Concessionaire must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02. Any modifications or improvements to concession areas required by King County Public Health or the City of Kirkland Building Department or any modifications or improvements desired by the Concessionaire shall

be installed at the sole expense of the Concessionaire and requires advance written approval from the Kirkland Parks and Community Services staff. It is the responsibility of the Concessionaire to obtain all applicable permits needed to install the modifications or improvements. The modifications and improvements shall become the property of the City of Kirkland upon completion of installation; provided that the Concessionaire shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

PAYMENT FOR CONCESSION

Concessionaire shall pay to the City on or before the 10th of each month an amount of _____ of Concessionaire's gross receipts from the preceding month for all operations hereunder. The term "receipts" means the entire receipts from concessions of every kind, whether on credit or for cash, from the business hereunder, not to include sales tax.

Should payment not be received on or before the 10th of each month; concessionaire agrees to pay a late fee equal to Twenty-Five and No/100 dollars (\$25.00) for each day late after the 10th of the month.

Concessionaire shall maintain an adequate set of bookkeeping records, from which the City may readily determine whether Concessionaire is making payments required hereunder. City may inspect and audit the books of account and records at all reasonable times; the time of such inspections and audit to be at the discretion of the City.

INDEPENDENT CONTRACTOR

It is understood and agreed that this is not a contract of employment and that the concessionaire is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by concessionaire are and shall be deemed the employees of concessionaire and in no manner employees of the City. The Concessionaire shall be responsible in full for any payment due its employees, including workers compensation and related costs.

INSURANCE

Contractor shall obtain and maintain for the duration of this agreement, policies of comprehensive general liability with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policies shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to vendor providing services.

HOLD HARMLESS/INDEMNIFICATION

Concessionaire shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Concessionaire and the City, its officers, officials, employees, and volunteers, the Concessionaire's liability hereunder shall be only to the extent of the Concessionaire's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Concessionaire's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

RULES GOVERNING CONCESSION OPERATION

Concessionaire may operate from _____ to _____. During all hours of operation, Concessionaire shall maintain on duty adequate personnel to comply with all terms and conditions of this agreement.

Concessionaire shall at all times keep area of business free of clutter and litter and messes (spills) related to business. All trash generated by Concessionaire's operation shall be collected and disposed of by Concessionaire.

Concessionaire shall not place any type of signage or advertisement of their activity without written permission from the City and appropriate permits are issued for such. Any expense for such signage or advertisement will be at Concessionaire's sole expense.

TERMINATION OF AGREEMENT

In the event Concessionaire breaches any term of this Agreement, or in the event Concessionaire violates any local, City, County, State or Federal laws applicable to its operations hereunder, the City may terminate this Agreement upon 10 days written notice to Concessionaire. However, the Parks Director may order Concessionaire to cease operations immediately at any time should the Parks Director determine such operations detrimental to public safety, health or welfare. In the event of termination, Concessionaire agrees the City shall have the right to dispose of all property used by Concessionaire in its operations not removed by Concessionaire before the termination date.

EXTENT OF AGREEMENT/MODIFICATION

This Agreement is the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations or

agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both parties.

SUCCESSORS AND ASSIGNS

The Concessionaire shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

NONDISCRIMINATION

Concessionaire shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONCESSIONAIRE

CITY OF KIRKLAND

By: _____
Signature

by: _____
Signature